

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

Case No. 2:22-cv-00642-JPS

PREPARED FOOD PHOTOS, INC. f/k/a
ADLIFE MARKETING &
COMMUNICATIONS CO., INC.,

Plaintiff,

v.

NOFAL LLC d/b/a FOOD TOWN MART and
SHARIF JABER,

Defendants.

DECLARATION OF DANIEL DESOUZA

Daniel DeSouza does hereby declare pursuant to 28 U.S.C. § 1746:

1. I submit this declaration in support of plaintiff Prepared Food Photos, Inc.’s (“Plaintiff”) Motion for Attorneys’ Fees (the “Motion”). This declaration and the facts stated herein are based upon my personal knowledge.
2. I am the principal of the law firm CopyCat Legal PLLC (“CopyCat Legal”), which has provided legal services to Plaintiff in this action throughout the pendency of this action.

I. The Dispute/Lawsuit

3. Following its discovery of defendant Nofal LLC d/b/a Food Town Mart’s (“Nofal LLC”) unauthorized use of the photograph at issue in this lawsuit (the “Work”), Plaintiff retained CopyCat Legal who, on November 22, 2021, sent a pre-suit letter to “Villard Foodtown, LLC” (the entity Plaintiff believed at the time to own the grocery store) with respect to the alleged infringement of the Work.

4. On January 20, 2021, I spoke to defendant Sharif Jaber (“Mr. Jaber”) telephonically

after an employee of CopyCat Legal called the Food Town Mart telephone number, got Mr. Jaber on the phone, and transferred him to me. During such call, Mr. Jaber denied that his store ever used the Work and further denied that his grocery store had any affiliation with the Facebook page at issue.

5. As a result, Plaintiff directed CopyCat Legal to initiate this lawsuit against Villard Foodtown, LLC (again, the entity believed at the time to be the correct defendant).

6. On July 26, 2022, I received a telephone call from David Bangert, Esq. Mr. Bangert explained that Villard Foodtown, LLC was the entity that owned the physical building but did not own/operate the grocery store thereat.

7. In August 2022, Mr. Bangert sent me an e-mail attaching the City of Milwaukee business license for the subject grocery store (which was held in the name of Mr. Jaber individually) and suggested that an amended Complaint be filed that removed Villard Foodtown, LLC and replaced it with Mr. Jaber (individually) as the party defendant.

8. As a result, on August 22, 2022, the First Amended Complaint was filed (naming Mr. Jaber individually as the defendant).

9. After months of Mr. Jaber evading/refusing to accept service, Plaintiff was forced to arrange for service by publication.

10. Ultimately, on January 25, 2023, I spoke with Tim Steinle, Esq. (Defendants' counsel throughout this lawsuit) who noted that he has represented the Jaber family for years and that Nofal LLC (rather than Mr. Jaber) was the actual entity that owned the grocery store.

11. Plaintiff therefore filed its Second Amended Complaint (which named both Mr. Jaber and Nofal LLC as defendants) on February 7, 2023.

12. On September 26, 2023, I took Nofal LLC's Rule 30(b)(6) deposition with Mr.

Jaber appearing as the designee on all topics identified in Plaintiff's 30(b)(6) notice. During the deposition, I showed Mr. Jaber (live on the internet) Nofal LLC's Facebook page, including dozens (if not hundreds) of photos and videos thereon depicting the inside of the grocery store and/or products being sold therein.

13. Immediately after the deposition (during which Mr. Jaber denied that the photos depicted his store or that he ever sold any of the products identified on the Facebook page), I called Mr. Steinle (Defendants' counsel) to raise what I believed was perjurious testimony. In response, Mr. Steinle stated "Dan, I'm an old fuck. And even I knew what was happening with his answers." I wrote down Mr. Steinle's quote in CopyCat Legal's case management software (MyCase) for this matter once we hung up our call.

14. At no time during this litigation did Nofal LLC seek to amend its Answer and/or its responses to the First Set of Interrogatories/First Request for Admissions.

15. Nor did Nofal LLC, at any time pre-suit or during the course of this lawsuit, ever offer \$.01 to resolve the alleged infringement at issue herein. Although Plaintiff made several settlement demands throughout the lawsuit, Mr. Steinle was never given authority by Nofal LLC to make any offer to resolve this matter.

II. Attorneys' Fees

16. I am a 2004 graduate of the George Washington University Law School.

17. I have been a member in good standing of the New York Bar since 2005, the District of Columbia Bar since 2005, the Florida Bar since 2006, the New Jersey Bar since 2024, and the Pennsylvania Bar since 2024.

18. I am likewise admitted to several federal courts throughout the country, including: the United States Supreme Court; the United States Court of Appeals for the Eleventh Circuit; the United States Court of Appeals for the Eighth Circuit; the United States Court of Appeals for the

Tenth Circuit; the United States Court of Appeals for the Second Circuit; the United States District Court for the Southern District of Florida; the United States District Court for the Middle District of Florida; the United States District Court for the Northern District of Florida; the United States District Court for the Southern District of Texas; the United States District Court for the Eastern District of Texas; the United States District Court for the Southern District of New York; the United States District Court for the Eastern District of New York; the United States District Court for the Northern District of New York; the United States District Court for the Western District of New York; the United States District Court for the Western District of Arkansas; the United States District Court for the District of Nebraska; the United States District Court for the District of New Mexico; the United States District Court for the District of Colorado; the United States District Court for the Eastern District of Michigan; the United States District Court for the Western District of Michigan; the United States District Court for the Northern District of Illinois; the United States District Court for the District of Maryland; the United States District Court for the Western District of Texas; the United States District Court for the Eastern District of Missouri; the United States District Court for the District of Columbia; the United States District Court for the Eastern District of Oklahoma; the United States District Court for the District of New Jersey; the United States District Court for the Eastern District of Pennsylvania; the United States District Court for the Western District of Pennsylvania; the United States District Court for the Middle District of Pennsylvania; and the United States District Court for the Northern District of Indiana. I previously worked at Milbank, Tweed, Hadley & McCloy LLP (from 2004 – 2010) and Becker & Poliakoff, PA (from 2010 – 2014) before forming DeSouza Law, P.A. in 2014 and CopyCat Legal in 2019.

19. Since 2004, my practice has principally focused on business/complex commercial

and intellectual property litigation. During that time, I have served as counsel of record in hundreds of copyright infringement, trade secret, and trademark infringement lawsuits. In total, I have served as counsel of record in approximately 500 federal civil and/or bankruptcy actions and 250+ state court lawsuits in Florida/New York.

20. I have likewise served as lead counsel in multiple state and federal jury/non-jury trials.

21. CopyCat Legal is a boutique intellectual property law firm with its principal offices in Florida, and its attorneys are skilled litigators with many years of relevant experience.

22. CopyCat Legal establishes standard hourly rates for services provided by its attorneys which are reasonable within the South Florida market.

23. I am familiar with the services provided to Plaintiff in this action and the rates charged for such work.

24. The attorneys and paralegals at CopyCat Legal record the time spent on matters contemporaneously on electronic billing software/time sheets. Each time entry includes the date the work is performed, the client and matter numbers, the time spent, and a brief description of the nature of the work performed.

25. During the course of this lawsuit, my billable rate for copyright/intellectual property matters at CopyCat Legal was between \$450.00 - \$500.00 per hour, and the rate for paralegals was \$125.00 per hour. These rates are within the range of rates charged by other lawyers in copyright and other cases in the Seventh Circuit and beyond with similar experience/background. See, e.g., See, e.g., Moffat v. Acad. of Geriatric Physical Therapy, No. 15-cv-626-jdp, 2017 U.S. Dist. LEXIS 152489 (W.D. Wis. Sep. 20, 2017) (in copyright infringement action, finding \$540 rate which later increased to \$580 reasonable for senior partner);

Forest River, Inc. v. inTech Trailers, Inc., No. 3:21cv645 DRL, 2024 U.S. Dist. LEXIS 169207, at *19 (N.D. Ind. Sep. 19, 2024) (finding \$595.14 blended rate for partners reasonable); Berglund v. Matthews Senior Hous. LLC, No. 21-cv-108-pp, 2024 U.S. Dist. LEXIS 32044, at *12 (E.D. Wis. Feb. 26, 2024) (approving \$450 per hour rate for contingency class representation); Cooper v. InvestiNet, LLC, Civil Action No. 1:21-cv-01562-TWP-DML, 2022 U.S. Dist. LEXIS 76982, at *4 (S.D. Ind. Apr. 14, 2022) (finding rate of \$500 per hour for attorney with 16 years of experience to be reasonable); Russell v. Walmart Inc., No. CV 19-5495-MWF (JCx), 2024 U.S. Dist. LEXIS 15631, at *14 (C.D. Cal. Jan. 2, 2024) (in copyright infringement action, finding rates ranging from \$625 – \$775 for partner with 23 years of experience to be reasonable); CNC Software, LLC v. Nvo MacHining, LLC, No. 8:22-cv-00089-JLS-ADS, 2023 U.S. Dist. LEXIS 127954, at *18 (C.D. Cal. May 31, 2023) (in copyright infringement action, finding \$575 for partner with 23 years of experience to be reasonable); Cinq Music Grp., LLC v. Create Music Grp., Inc., No. 2:22-cv-07505-JLS-MAR, 2023 U.S. Dist. LEXIS 76599, at *11 (C.D. Cal. Apr. 26, 2023) (in copyright infringement action, finding rates ranging from \$695 to \$775 for attorney with 19 years of experience and rates ranging from \$300 to \$350 for attorney with 1 – 2 years of experience to be reasonable).

26. Further, the hourly rates for both myself, CopyCat Legal’s other attorneys, and for CopyCat Legal’s paralegals have previously been found to be reasonable by multiple federal courts. See, e.g., Harrington v. Dugar, No. 2:22-cv-08230-HDV-E, 2024 U.S. Dist. LEXIS 155470, at *11 (C.D. Cal. Aug. 27, 2024) (finding that \$600.00 per hour was a reasonable hourly rate for undersigned counsel following jury trial on copyright infringement claim); Sadowski v. Orion Healthcare Servs., Inc., No. 21-24475-CV-WILLIAMS, 2023 U.S. Dist. LEXIS 47811, at *2 (S.D. Fla. Mar. 21, 2023) (rejecting report and recommendation that undersigned counsel be

awarded fees at \$385.00 per hour and instead finding that \$450.00 per hour was reasonable rate for undersigned counsel); Markos v. The Big and Wild Outdoors LLC, No. 8:22-cv-1258-KKM-AEP, 2023 U.S. Dist. LEXIS 32023, at *25 (M.D. Fla. Feb. 24, 2023) (recommending that undersigned counsel be awarded \$450.00 per hour as reasonable hourly rate) (report and recommendation adopted at 2023 U.S. Dist. LEXIS 43151); Sadowski v. Diverse New Media Corp, No. 22-61380-CIV, 2023 U.S. Dist. LEXIS 21791, at *20–21 (S.D. Fla. Jan. 13, 2023) (“The Court further finds that \$450.00 is a reasonable hourly rate for Plaintiff’s counsel (Daniel DeSouza), that \$300.00 is a reasonable hourly rate for the junior associate attorney [Lauren Hausman], and that \$125.00 is a reasonable hourly rate for the paralegal in this action given the complexity of the matter, the results obtained, and the experience of Plaintiffs’ counsel which the Court found to be substantial.”); Afford. Aerial Photography, Inc. v. Elegance Transp., Inc., No. 6:21-cv-1166-CEM-LHP, 2022 U.S. Dist. LEXIS 32586, at *29 (M.D. Fla. Feb. 23, 2022) (finding undersigned counsel’s \$450.00 hourly rate and paralegal’s \$125.00 hourly rate to be reasonable in copyright infringement case); Temurian v. Piccolo, No. 18-CV-62737-SMITH/VALLE, 2021 U.S. Dist. LEXIS 63144, at *6 (S.D. Fla. Mar. 30, 2021) (in commercial litigation case, finding undersigned counsel’s \$400.00 hourly rate reasonable for work performed from 2018 – 2020).

27. Through the entry of judgment in this case, I expended 142.25 hours and paralegal Efrosini (Soula) Cruz expended 0.3 hours, of time in prosecuting this matter on Plaintiff’s behalf. I did not include any time in the foregoing for pursuing Plaintiff’s post-judgment motion for a new trial/reconsideration. This includes the time spent from drafting an initial notice letter to Defendants through the jury trial. This does not include, however, intra-office communications between attorneys (which amounted to a substantial amount of time exceeding 30 hours).

28. I personally reviewed each of the billing entries prior to submitting them to the

Court to ensure they were reasonable and not excessive, redundant, or otherwise unnecessary. All work reflected in the time records was necessary and justified to obtain a finding of liability with respect to Nofal LLC's infringement, and to address Nofal LLC's affirmative defenses. All of these time entries are reflected in CopyCat Legal's billing records that are being provided in connection herewith as **Exhibit "1."**

29. I have calculated the lodestar by multiplying the respective rate for each of the above-referenced timekeepers by the hours expended by such timekeeper. This results in a lodestar of \$69,255.00.

30. CopyCat Legal accepted this case on a pure contingency, meaning that Plaintiff did not pay *any* fees for the representation in this matter and CopyCat Legal absorbed all costs (taxable and non-taxable) (totaling over \$7,500.00).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: April 21, 2025

/s/ Daniel DeSouza
Daniel DeSouza

EXHIBIT "1"

Copycat Legal PLLC
3111 N University Drive
Suite 310
Coral Springs, FL 33065
877-437-6228



Prepared Foods

PO Box 943
Pawtucket, RI 02862
United States

Balance \$76,861.26
Invoice # 00198
Invoice Date April 21, 2025
Payment Terms Due on Receipt
Due Date April 21, 2025

**Prepared Food Photos, Inc. v.
NOFAL LLC d/b/a Food Town Mart
and Sharif Jaber (Villard Foodtown
LLC)**

Time Entries

DATE	EE	ACTIVITY	DESCRIPTION	RATE	HOURS	LINE TOTAL
11/19/2021	DD	Time	Review background materials provided by client and draft demand letter (1.4).	\$450.00	1.40	\$630.00
01/20/2022	DD	Time	Call w/ Sharif Jaber.	\$450.00	0.20	\$90.00
05/27/2022	DD	Time	Draft Complaint for filing in ED Wisconsin (2.6); review Facebook page for other photographs appearing thereon (.3).	\$450.00	2.90	\$1,305.00
07/26/2022	DD	Time	Call w/ David Bangert re Villard Foodtown involvement (.2).	\$450.00	0.20	\$90.00
08/01/2022	DD	Time	Draft/file stipulation for extension of time for Villard Foodtown to answer Complaint (.3).	\$450.00	0.30	\$135.00
08/22/2022	DD	Time	Draft First Amended Complaint naming Sharif Jaber as defendant (.8); review Milwaukee business and other records confirming Sharif Jaber involvement (.5).	\$450.00	1.30	\$585.00
12/01/2022	SC	Time	Draft motion for clerk default.	\$125.00	0.30	\$37.50
12/09/2022	DD	Time	Legal research re alternative service (1.6); draft motion for alternative service (.7).	\$450.00	2.30	\$1,035.00
01/25/2023	DD	Time	Call w/ Tim Steinle re Nofal LLC being proper defendant (.2).	\$450.00	0.20	\$90.00
02/06/2023	DD	Time	Draft unopposed motion for leave to file second amended complaint (.4).	\$450.00	0.35	\$157.50

02/20/2023	DD	Time	Review Defendants' answer to second amended complaint (.3).	\$450.00	0.30	\$135.00
03/21/2023	DD	Time	Draft joint scheduling report and confer w/ o/c re same (.9).	\$450.00	0.90	\$405.00
06/23/2023	DD	Time	Draft first request for production, first set of interrogatories, and first request for admissions (4.8); review Facebook page/photos thereon and other public information about Defendants re same (.7).	\$450.00	5.50	\$2,475.00
08/17/2023	DD	Time	Reviewed defendants' responses to written discovery requests (1.7).	\$450.00	1.70	\$765.00
08/18/2023	DD	Time	Draft 30(b)(6) deposition notice (1.2).	\$450.00	1.20	\$540.00
08/31/2023	DD	Time	Draft interim settlement report (.2).	\$450.00	0.20	\$90.00
09/22/2023	DD	Time	Draft motion to modify scheduling order re dispositive motions (.6).	\$450.00	0.60	\$270.00
09/25/2023	DD	Time	Draft deposition outline of Nofal LLC/Sharif Jaber (4.7); review potential exhibits for deposition (1.4).	\$450.00	6.10	\$2,745.00
09/26/2023	DD	Time	Continue preparation for S. Jaber deposition (1.8); take deposition of S. Jaber (1.5); call w/ T. Steinle re deposition (.2).	\$450.00	3.50	\$1,575.00
10/02/2023	DD	Time	Draft second motion for extension of scheduling order deadlines (.2).	\$450.00	0.20	\$90.00
10/09/2023	DD	Time	Draft subpoenas to Meta Platforms and to Associated Wholesale Grocers (2.5).	\$450.00	2.50	\$1,125.00
10/12/2023	DD	Time	Draft second request for production to Defendants (1.4).	\$450.00	1.40	\$630.00
11/20/2023	DD	Time	Correspond w/ Steinle re settlement demand (.2).	\$450.00	0.20	\$90.00
12/09/2023	DD	Time	Draft motion to compel responses to second request for production (1.7).	\$450.00	1.70	\$765.00
01/05/2024	DD	Time	Legal research and draft motion for summary judgment (4.8).	\$500.00	4.80	\$2,400.00
01/06/2024	DD	Time	Continue draft of motion for summary judgment (5.7).	\$500.00	5.70	\$2,850.00
01/08/2024	DD	Time	Continue draft of motion for summary judgment and declarations/legal research (5.4).	\$500.00	5.40	\$2,700.00
01/15/2024	DD	Time	Review responses to second request for production.	\$500.00	0.60	\$300.00
02/09/2024	DD	Time	Review defendants' response to motion for summary judgment (1.3).	\$500.00	1.30	\$650.00
05/07/2024	DD	Time	Review deposition transcripts re potential renewed motion for summary judgment (2.3).	\$500.00	2.30	\$1,150.00
07/08/2024	DD	Time	Review trial scheduling order (.3).	\$500.00	0.30	\$150.00
09/05/2024	DD	Time	Draft email to Steinle re trial prep/settlement (.1).	\$500.00	0.10	\$50.00
09/12/2024	DD	Time	Correspond w/ Steinle re trial prep/settlement (.2).	\$500.00	0.20	\$100.00
09/18/2024	DD	Time	Legal research re responsibility of employer for employee infringing acts (3.6).	\$500.00	3.60	\$1,800.00
09/30/2024	DD	Time	Draft final settlement report (.4).	\$500.00	0.40	\$200.00
09/30/2024	DD	Time	Draft Plaintiff's trial exhibit list and revise special verdict form (6.4).	\$500.00	6.40	\$3,200.00

10/01/2024	DD	Time	Review/review joint pretrial report (1.6).	\$500.00	1.60	\$800.00
10/02/2024	DD	Time	Draft summaries of Jaber and Hamed depositions re trial prep (4.5).	\$500.00	4.50	\$2,250.00
10/03/2024	DD	Time	Meet w/ Steinle and Leavell re prep of trial documents (1.8).	\$500.00	1.80	\$900.00
10/08/2024	DD	Time	Begin draft of joint proposed jury instructions (5.3).	\$500.00	5.30	\$2,650.00
10/09/2024	DD	Time	Continue/finalize draft of joint proposed jury instructions (3.6).	\$500.00	3.60	\$1,800.00
10/18/2024	DD	Time	Draft joint memorandum re issues for trial (1.4).	\$500.00	1.40	\$700.00
10/21/2024	DD	Time	Zoom meeting with client re preparation for trial and to go over exhibits.	\$500.00	3.20	\$1,600.00
10/22/2024	DD	Time	Create trial demonstratives re preparation for trial (1.5).	\$500.00	1.50	\$750.00
10/22/2024	DD	Time	Draft trial outlines for Plaintiff, Sharif Jaber, and Amjad Hamed (7.9); review exhibits/demonstratives for trial prep (1.4).	\$500.00	9.30	\$4,650.00
10/23/2024	DD	Time	Continue trial prep/drafting of direct/cross outlines (6.8).	\$500.00	6.80	\$3,400.00
10/24/2024	DD	Time	Continue trial prep/organizing of exhibits/drafting of direct/cross outlines (9.5).	\$500.00	9.50	\$4,750.00
10/26/2024	DD	Time	Meet w/ Rebecca re trial prep and draft opening statement (5.7).	\$500.00	5.70	\$2,850.00
10/28/2024	DD	Time	jury trial - day 1 (in court and prep with client) (10.2).	\$500.00	10.20	\$5,100.00
10/29/2024	DD	Time	jury trial - day 2 (in court and prep) and drafting of closing argument (9.5).	\$500.00	9.50	\$4,750.00
11/01/2024	DD	Time	Draft notice of election of damages (.2); legal research re election of statutory/actual damages re preservation of right to appeal (1.6).	\$500.00	1.80	\$900.00
				Totals:	142.25	\$69,255.00

Expenses

DATE	EE	ACTIVITY	DESCRIPTION	COST	QUANTITY	LINE TOTAL
05/31/2022	LH	Complaint Filing Fee	Filed complaint in the Eastern District of Wisconsin	\$402.00	1.0	\$402.00
07/25/2022	HT	Process Server	Service of Process by L. Johns Services	\$50.00	1.0	\$50.00
09/08/2022	DS	Process Server	South Shore Process Service (Inv.#7567836) - First Amended Complaint	\$55.00	1.0	\$55.00
11/02/2022	DS	Federal Express	Service of First Amended Complaint on Sharif Jaber	\$25.00	1.0	\$25.00
12/15/2022	DS	Process Server	The Daily Reporter (Inv.# 745095370) (Service by Publication)	\$235.00	1.0	\$235.00
05/16/2023	DD	Expense	Local Counsel retainer fee	\$2,500.00	1.0	\$2,500.00
09/29/2023	SC	Deposition	Court reporter and transcript fee	\$718.00	1.0	\$718.00
09/29/2023	DS	Process Server	First Legal Process of WI (Photos of store taken on 9/26/23 & 9/27/23)	\$150.00	1.0	\$150.00
09/29/2023	DS	Federal Express	Overnight Check to First Legal Process of WI	\$25.00	1.0	\$25.00

10/16/2023	SC	Process Server	Subpoena on Associated Wholesale Grocers	\$100.00	1.0	\$100.00
10/16/2023	SC	Process Server	Subpoena on Meta Platforms	\$82.40	1.0	\$82.40
11/27/2023	SC	Process Server	Service of subpoena with witness fee check on Amjad S. Hamed - South Shore Process Servers, Invoice 9762110	\$97.50	1.0	\$97.50
01/08/2024	SC	Deposition	Daughter's Invoice 315997 for Depo & Transcript of Amjad S. Hamed	\$372.25	1.0	\$372.25
01/23/2024	SC	Expense	Local Counsel Jeff Weavell Invoice 35060	\$1,336.80	1.0	\$1,336.80
10/07/2024	SC	Federal Express	FedEx - Overnight Trial Exhibit Flash drives to OC	\$34.48	1.0	\$34.48
10/14/2024	SC	Process Server	South Shore Process Service Invoice 11957493 - Rush Subpoena - Amjad S. Hamad	\$158.40	1.0	\$158.40
10/14/2024	DD	Expense	taxi	\$44.74	1.0	\$44.74
10/15/2024	DD	Expense	flight - FLL/Milwaukee	\$786.00	1.0	\$786.00
10/15/2024	DD	Expense	taxi	\$42.75	1.0	\$42.75
10/15/2024	DD	Expense	lunch	\$33.18	1.0	\$33.18
10/15/2024	DD	Expense	hotel	\$357.76	1.0	\$357.76

Expense Total: **\$7,606.26**

Time Entry Sub-Total: \$69,255.00

Expense Sub-Total: \$7,606.26

Sub-Total: \$76,861.26

Total: \$76,861.26

Amount Paid: \$0.00

BALANCE DUE: **\$76,861.26**